

**CONTRACT**  
**Consulting Services**

Service Agreement No. \_\_\_\_\_

THIS **Consultant Services** CONTRACT (this "Agreement") is entered into by and between Tim Richardson (the "Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City"), by and through its duly authorized City Manager or designee, effective for all purposes upon execution by the City Manager or his designee.

WHEREAS Contractor has proposed to provide **Consulting services to assist with organizing and finalizing the City's approach to developing a priority project list for possible Deepwater Horizon restoration funding** in accordance with its **proposal dated February 6, 2014** which is incorporated and attached as Exhibit A;

WHEREAS the City has determined Contractor to be well qualified to perform proposed services and Contractor is categorized as a sole owner to provide the required services;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will perform **Consulting services to assist with organizing and finalizing the City's approach to developing a priority project list for possible Deepwater Horizon restoration funding** in accordance with its **proposal dated February 6, 2014, for a total not-to-exceed price of \$80,050.**

2. **Term.** This Agreement commences on the date signed by the last signatory hereto and continues for twelve months thereafter. The term includes an option to extend for up to two additional twelve-month periods subject to the approval of the Contractor and the City Manager or designee.

3. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Environmental Program Specialist.**

4. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

5. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(ies) must deliver a Certificate of Insurance, as proof of the required insurance coverages to the Contract Administrator. Additionally, the Certificate must state that the **Environmental Program Specialist** will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request.

6. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

7. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City is subject to appropriations and budget approval providing for covering such contract item as expenditure in said budget. The City does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the City Council at the time of adoption of each budget.

8. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or the Contractor's proposal waives any subsequent breach of the same.

9. **Compliance with Laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

10. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the **Environmental Program Specialist**. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

11. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

12. **Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in accordance with this agreement. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City may terminate this Agreement upon twenty (20) days' written notice to the Contractor. However, the City may terminate this Agreement on twenty-four (24) hours' written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

13. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

14. **Drug Policy.** The Contractor must adopt a Drug Free Workplace and drug testing policy.

15. **Violence Policy.** The Contractor must adopt a Violence in the Workplace and related hiring policy.

16. **Notice.** Notice may be given by fax, hand delivery or certified mail; postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit if sent certified mail. Notice shall be sent as follows:

IF TO CITY:  
City of Corpus Christi  
Attention: Sharon B. Lewis, **Environmental Program Specialist**  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277  
Fax No.: (361) 826-4066  
e-mail: sharonl@cctexas.com

IF TO CONTRACTOR:

Consultant Tim Richardson  
Contact Tim Richardson  
Address: 6707 Old Stage Road  
City, State, Rockville, MD 20852  
Phone No.: 301-770-6496  
E-Mail : tirs@rcn.com

17. **Month-to-Month Extension.** If the City has not completed the procurement process and awarded a new Agreement upon expiration of the original contract period or any extension period, the Contractor shall continue to provide goods/services under this Agreement, at the most current price under the terms of this Agreement or extension, on a month-to-month basis, not to exceed six months. This Agreement automatically expires on the effective date of a new contract.

18. **Severability.** Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**19. INDEMNIFICATION**

- A. **CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, SUITS, COST, EXPENSES AND DAMAGES, INCLUDING THE COST OF DEFENSE, INVESTIGATION AND REASONABLE ATTORNEY'S FEES, OF WHATEVER NATURE AND DESCRIPTION, ARISING FROM OR IN CONNECTION WITH CONSULTANT'S NEGLIGENCE OR WILLFUL, MISCONDUCT, OR A THIRD-PARTY CLAIM ARISING OUT OF CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.**
- B. **CONSULTANT SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY PROCEEDINGS OR CLAIMS ASSERTED AGAINST THE CITY RESULTING FROM MATERIALS SOLELY FURNISHED BY CONSULTANT INVOLVING COPYRIGHT MISAPPROPRIATION OF IDEAS OR RIGHTS AND LITERARY PIRACY OR PLAGIARISM, EXCEPTING CLAIMS ARISING FROM MATERIALS OR INFORMATION FURNISHED BY THE CITY OR FROM MATTERS WITH RESPECT TO WHICH CONSULTANT HAS ADVISED THE CITY, IN WRITING, OF THE LEGAL RISK INVOLVED AND THE CITY, BY THEIR SPECIFIC WRITTEN APPROVAL, HAVE ASSUMED THE RISKS THEREOF, IN WHICH CASES THE CITY SHALL SO INDEMNIFY CONSULTANT.**

SIGNED this 28<sup>th</sup> day of February, 2014.

Contractor Tim Richardson

Handwritten signature of Timothy D. Richardson in blue ink.

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Tim Richardson

Title: Consultant

CITY OF CORPUS CHRISTI (“CITY”)

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Constance Sanchez  
Director of Financial Services

Exhibit A: Consultant’s proposal dated February 6, 2014.